

DATED 10th JULY

2002

PARTIES

- (1) Wireless Systems International Limited (company number 03005432) whose registered office is at Innovation House, Bristol Business Park, Coldharbour Lane, Bristol BS16 1EJ acting by its Joint Administrators Cedric Marsden Clapp and Andrew Martin Sheridan (*"the Assignor"*); and
- (2) Andrew Corporation of 10500 West 153rd Street, Orland Park, Chicago, IL, USA 60462-3099 (*"the Assignee"*).

BACKGROUND

- (A) The Assignor is the proprietor of the Intellectual Property Rights and the Know how.
- (B) The Assignor has agreed with the Assignee to assign the Intellectual Property Rights and the Know how to the Assignee on the terms and conditions of this Agreement.

AGREED TERMS**1 Definitions and Interpretation**

- 1.1 In this Agreement the words below have the meaning next to them unless the context requires otherwise:

the Administrators Cedric Marsden Clapp and Andrew Martin Sheridan both of Baker Tilly, 55 Queen Square, Bristol BS1 4LH.

Intellectual Property Rights all intellectual property world-wide associated with the trading and research activities of the Assignor, including, but not limited to, all patents (whether registered, pending or applied for and including but not limited to those listed in Schedule 1 hereto, and all corresponding worldwide counterparts), moral rights, database

rights, trade marks (registered and unregistered and including but not limited to those listed in Schedule 1 hereto, and all corresponding worldwide counterparts), logos, domain names, service marks, registered and unregistered designs, copyright, drawings, website and content, trading business name(s), technical or commercial information, computer programs and/or licences, enabling and/or maintenance contracts, rights to protection and applications for registration in connection with any of the above,

Know how

any and all information, data, drawings, plans, specifications, formulae, algorithms, component lists, instructions, manuals, experience, brochures, catalogues and process descriptions, prototypes, and schematics which are owned or controlled either solely or jointly by the Assignor including but not limited to the contents of the Pragmax System and any employee research records in the form of workbooks, notebooks or electronically stored notes in so far as the Assignor has such notes and records in its possession at Completion, as defined in the Asset Purchase Agreement completed by the parties on the same date as this Assignment.

2 Consideration

- 2.1 In consideration of the payment of the sum of £ 2,039,000.0 paid by the Assignee to the Assignor (receipt of which the Assignor acknowledges), the Assignor assigns to the Assignee such right, title and interest as the Assignor may have in and to the Intellectual Property Rights and the Know how,

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together with (if the Assignor has it) the right to take any proceedings that may be necessary for the recovery of damages or other forms of relief, in respect of an infringement of any of the Intellectual Property Rights and/or the Know how whether taking place before or after the date of this Assignment.

3 **Covenant**

- 3.1 The Assignor covenants with the Assignee that it will at the expense of the Assignee execute, sign and do any instruments, applications, documents, acts and things that may be required by the Assignee to enable the Assignee (or its nominee) to enjoy the full benefit of the property and rights assigned by this Assignment.

4 **Administrators**

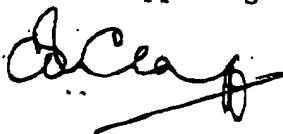
- 4.1 The Administrators act solely as agents for the Assignor and neither of them nor their firm or partners shall incur any personal liability whatsoever in respect of any matter referred to in this Agreement and, without prejudice to the generality of the foregoing, in respect of any of the obligations undertaken by the Assignor or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations or in relation to any associated arrangements or negotiations whether such liability would arise under the Insolvency Act 1986 or otherwise.

5 **Governing Law**

- 5.1 This Assignment shall be governed by and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

This Assignment has been signed on the date appearing above.

SIGNED by the Assignor:



SIGNED by the Assignee:

together with (if the Assignor has it) the right to take any proceedings that may be necessary for the recovery of damages or other forms of relief, in respect of an infringement of any of the Intellectual Property Rights and/or the Know-how whether taking place before or after the date of this Assignment.

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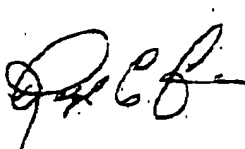
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SIGNED by the Assignor:

SIGNED by the Assignee:


Ralph Faison
President
Andrew Corporation

SCHEDULE 1

Patents

- 1 GB2355813 (plus International application and patents in US, Europe, China, Japan and Australia)
- 2 GB2355812 (plus International application and patents in US, Europe, China, Japan and Australia)
- 3 GB2335811 (plus International application and patents in US, Europe, China, Japan and Australia)
- 4 GB2339354 (plus International application and patents in US, Europe and Australia and WIPO patent number WO0002324)
- 5 GB2347031 (plus International application and patents under WIPO and in Australia and Europe)
- 6 GB2347033 (plus International application and patent in Europe)
- 7 9907435.3 (plus International application and patents in Europe and the US)
- 8 GB2348755 (plus International application and patents in US, Europe, China, Japan and Australia and WIPO patent number WO0060732)
- 9 GB2351624 (plus International application and patents in US, Australia and Europe and WIPO patent number WO0103287)
- 10 GB2352570 (plus International application and patents in USA and Australia and WIPO patent number WO0108293)
- 11 GB2354126 (plus International application and patents in US, Europe, China, Japan and Australia and WIPO patent number WO0120775)
- 12 GB2356992 (plus International application and patents in US, Australia and Europe and WIPO patent number WO0141298)
- 13 GB2356993 (plus International application and patents in US, Europe and Australia and WIPO patent number WO0141297)
- 14 GB2358748 (plus International application and patent in Australia and WIPO patent number WO0158011)

- 15 GB2359206 (plus International application and patent in Australia and WIPO patent number WO0159923)
- 16 GB2358974 (plus International application and patent in Australia and WIPO patent number WO0158008)
- 17 GB2359432 (plus International application and patent in Australia and WIPO patent number WO0161841)
- 18 GB2359679 (plus International application and patent in Australia and WIPO patent number WO0163744)
- 19 GB2359681 (plus International application and patent in Australia and WIPO patent number WO0163745)
- 20 GB2359666 (plus International application and patent in Australia and WIPO patent number WO0163756)
- 21 0110561.8 (plus International application)
- 22 0110559.2 (plus International application)
- 23 0110563.4 (plus International application)
- 24 0114799.0
- 25 0114804.8
- 26 0114798.2
- 27 0114801.4
- 28 0114803.0
- 29 0212023.6
- 30 0212022.8
- 31 TBA - DPD Additional Signal Processing
- 32 TBA - DPD Additional Signal Processing Control Technique

Trade Marks

- 1 EM1382688 - "APL and device" - (plus applications in US and Japan)
- 2 EM1370147 - "Greenbox and device" - (plus applications in US and Japan)